

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	QBE Insurance Corporation
<b>TOI/Sub-TOI:</b>	22.0 Aircraft/22.0000 Aircraft		
<b>Product Name:</b>	Aviation		
<b>Project Name/Number:</b>	TRIA Total Exclusion/19-7020		

## Filing at a Glance

Company:	QBE Insurance Corporation
Product Name:	Aviation
State:	District of Columbia
TOI:	22.0 Aircraft
Sub-TOI:	22.0000 Aircraft
Filing Type:	Form
Date Submitted:	12/13/2019
SERFF Tr Num:	QBEC-132189915
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	19-7020-DC-FORMS
Effective Date	02/13/2020
Requested (New):	
Effective Date	02/13/2020
Requested (Renewal):	
Author(s):	Christopher Montemurro
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

**State:** District of Columbia  
**TOI/Sub-TOI:** 22.0 Aircraft/22.0000 Aircraft  
**Product Name:** Aviation  
**Project Name/Number:** TRIA Total Exclusion/19-7020

**Filing Company:** QBE Insurance Corporation

## General Information

Project Name: TRIA Total Exclusion  
Project Number: 19-7020

Status of Filing in Domicile: Authorized  
Domicile Status Comments: The domicile state for QBE Insurance Corporation is Pennsylvania. Pennsylvania Aviation is deregulated.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/13/2019

State Status Changed:

Deemer Date:

Created By: Christopher Montemurro

Submitted By: Christopher Montemurro

Corresponding Filing Tracking Number:

Filing Description:

QBE Insurance Corporation is introducing a new form in accordance with the Terrorism Risk Insurance Program Reauthorization Act ("TRIPRA"). This filing applies to the company's aviation line of business.

In order to address the possible termination of TRIPRA, the following endorsement is available:

Total Terrorism Exclusion – Aviation (Relating to Disposition of the Federal Terrorism Risk Insurance Act), AV-U-6002 (10-19). This endorsement addresses how coverage or exclusions for "certified acts of terrorism" or "other acts of terrorism" that are already on the policy will apply should TRIPRA be terminated or significantly changed to alter the terms of the coverage provided. In addition, this endorsement includes an exclusion for "terrorism," which is a defined term in the form and which will be applicable if TRIPRA is terminated or changed in accordance with the provisions of the form.

## Company and Contact

### Filing Contact Information

Christopher Montemurro, Lead Regulatory Analyst Christopher.Montemurro@us.qbe.com

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New York, NY 10041 212-894-7821 [FAX]

### Filing Company Information

QBE Insurance Corporation	CoCode: 39217	State of Domicile:
55 Water Street	Group Code: 796	Pennsylvania
New York, NY 10041	Group Name: QBE Insurance	Company Type:
(212) 422-9888 ext. [Phone]	Group	State ID Number:
	FEIN Number: 22-2311816	

## Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	QBE Insurance Corporation
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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		TOTAL TERRORISM EXCLUSION – AVIATION (RELATING TO DISPOSITION OF THE FEDERAL TERRORISM RISK INSURANCE ACT)	AV-U-6002	(10-19)	END	New		42.770	AVU60021019Q.pdf

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL TERRORISM EXCLUSION – AVIATION  
(RELATING TO DISPOSITION OF THE FEDERAL  
TERRORISM RISK INSURANCE ACT)**

<b>Name of Policyholder:</b>	
<b>Policy Number:</b>	
<b>Endorsement Number:</b>	
<b>Effective Date of Endorsement:</b>	
<b>Name of Insurer:</b>	

This endorsement modifies insurance provided under the following:

**Aircraft Products/Completed Operations and Grounding Liability Policy  
Aviation Policy  
Commercial General Liability Coverage Form  
Comprehensive Airline Insurance Policy  
Comprehensive Corporate Aircraft Policy**

It is agreed that this policy or coverage part is amended by the addition of the following:

- I.** The provisions of this endorsement become applicable beginning on the date when any one or more of the following events first occurs:
- A.** the federal Terrorism Risk Insurance Program (“Program”), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this policy or coverage part; or
  - B.** a renewal, extension, or replacement of the Program has become effective without a requirement to make terrorism coverage available to the insured and with revisions that:
    - 1.** increase the insurer’s statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses the insurer must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - 2.** decrease the federal government’s statutory percentage share in potential terrorism losses above such deductible; or
    - 3.** redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy or coverage part.

However, if the applicable policy period begins after the date any one or more of the above events first occurs, then the provisions of this endorsement become applicable on the date the policy period begins.

- II.** If the provisions of this endorsement become applicable, such provisions:

- A. supersede any terrorism endorsement already endorsed to this policy or coverage part that addresses certified acts of terrorism and/or other acts of terrorism under the program, but only with respect to an incident(s) of terrorism (however defined) which results in a claim first being made against an insured on or after the date when the provisions of this endorsement become applicable. This provision does not apply to loss otherwise covered under the Aviation War, Hi-Jacking and Other Perils Exclusion Clause, if purchased and attached to this policy; and
- B. remain applicable unless the insurer notifies the policyholder of changes in these provisions, in response to federal law.

If the provisions of this endorsement do not become applicable, any terrorism endorsement already endorsed to this policy or coverage part that addresses certified acts of terrorism and/or other acts of terrorism will continue in effect unless the insurer notifies the policyholder of changes to that endorsement in response to federal law.

III. The exclusions section of the applicable policy or coverage part is amended by the addition of the following:

**EXCLUSION OF TERRORISM**

The insurer will not pay for any claim, damage, injury, loss, cost, expense or liability caused, directly or indirectly, in whole or in part, by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any claim, damage, injury, loss, cost, expense or liability caused, directly or indirectly, in whole or in part, is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion also applies where one or more of the following are attributed to an incident of **Terrorism**:

- A. the **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- B. radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
- C. the **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- D. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for claim, damage, loss, injury, cost, expense or liability caused, directly or indirectly, in whole or in part, that is otherwise excluded under this policy or any applicable coverage part or endorsement. In the event of any incident of **Terrorism** that is not subject to this exclusion, coverage does not apply to any claim, damage, injury, loss, cost, expense or liability caused, directly or indirectly, in whole or in part, that is otherwise excluded by this policy or coverage part.

Provided, however, this exclusion shall only apply to loss caused directly or indirectly by **Terrorism** where coverage for any such loss was previously mandated by the Program as coverage for certified acts of terrorism.

IV. Solely for the purposes of this endorsement, the definitions or glossary section of the applicable policy or coverage part is amended by the addition of the following:

- A. **Terrorism** means activities against persons, organizations, or property of any nature:

- 1. That involve the following or preparation for the following:

- a. use or threat of force or violence; or
  - b. commission or threat of a dangerous act; or
  - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
- a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives or to express (or express opposition to) a philosophy or ideology.
- B. The applicable policy or coverage part to which this endorsement attaches may have defined terms that are bolded, italicized, in quotations, and/or capitalized. Such terms may include, but are not limited to, "policy," "insured," "parent company," "named insured," "policyholder," "insurer," "company," "underwriter," "policy period," "claim," "loss," "damage," "injury," "cost," "expense" and/or "liability." Such terms are not bolded, italicized, in quotations, or capitalized in this endorsement but shall have the same meaning as identified in the applicable policy or coverage part.

All other terms and conditions of this policy remain unchanged.

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## Supporting Document Schedules

<b>Satisfied - Item:</b>	Readability Certificate
<b>Comments:</b>	Acknowledged accordingly. P&C Readability does not apply to this filing.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	Not applicable to this filing.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	Not applicable to this filing.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	